

CHESTERFIELD COUNTY

www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp

Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our mission is to support our customers in performing their mission by providing quality purchasing services.



SPECIFICATIONS AND INVITATION FOR BIDS

**Purchasing Department
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the white pages of the Bid Documents,** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. In the event of default by the Bidder, the five percent deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. AMENDING BIDS: Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected.

In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia* 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **CASH DISCOUNTS:** Cash discounts will be considered in determining the award. If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of the bid.
10. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

11. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
12. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
13. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock", "immediately", and "as soon as possible". As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
14. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
15. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

16. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
17. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
18. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
19. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
20. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
 - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-E of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
29. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

30. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
32. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
33. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The County may award a bid to a single contractor or to multiple contractors.
 - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
 - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
 - j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

34. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

35. **ENVIRONMENTAL MANAGEMENT:** Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
36. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0051
(804) 748-1617

Bid Prepared By:

**Martin W. Franciscus, CPPB
Senior Contract Administrator**

Invitation To Bid Number:

03-2176-8855

May 30, 2003

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **2:00 p.m.** Local Time Prevailing **June 17, 2003**, and then publicly opened and read aloud for a **Requirements Contract for Heating and Air Conditioning Maintenance and Repair Services at the Chesterfield County Jail.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0051. **Mark outside of your envelope with Invitation for Bid #03-2176-8855 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992).

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES
AND CHESTERFIELD BUSINESSES

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

SAMPLE

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date: _____
(Type or Print)

1. SCOPE

- 1.1 This invitation covers the annual requirements for the Chesterfield County Jail (County) for Heating and Air Conditioning Maintenance and Repairs Services (Services).
- 1.2 The purpose is to establish a requirements contract with firm pricing for time and materials (parts) from which the County may receive services as needed.

2. SUPPLEMENTARY GENERAL CONDITIONS

- 2.1 The initial term of this contract shall be for a period effective upon endorsement and remain in force through June 30, 2004.
- 2.2 The County reserves the right, at its sole option, to renew the contract for two (2) consecutive terms of one year each.
- 2.3 Prices for subsequent terms shall be determined at the time of the bid opening through percentages over the previous year's pricing, and shown under the section herein listed as "Proposal". Pricing shall be firm for each contract term.
- 2.4 It is the desire of the County that this contract be awarded to the vendor(s) whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for the contract period, and the maximum percentage increase expected to be in force before expiration of the contract.
- 2.5 Any price increase incurred to the County shall be a result of actual increased cost passed from the manufacturer, excluding any additional profits to the supplier. The percentage differential shall remain constant for the life of any resulting contract.
- 2.6 The County reserves the right, at its option, to conduct "on site" visitations of any bidders facilities. The purpose of the visit will be to ensure the County of the bidder's capabilities of successfully administering this contract. If, in the County's opinion, any bidder does not have the required capabilities as listed herein, this shall be considered grounds for non award/cancellation.

3. DELIVERY OF SERVICES

- 3.1 In order to be considered responsive to this request, the bidder shall operate a full service heating and air conditioning (commercial focus preferred) maintenance operation and be duly authorized to provide maintenance services for the manufacturers equipment represented herein. All services to be provided herein shall be performed by fully trained and factory/manufacturer authorized mechanics.
- 3.2 The successful bidder(s) shall be required to provide all services ordered within the time quoted by the Contractor and accepted by the County.
- 3.3 Repeated delayed or partial deliveries of services or the inability to provide satisfactory services shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

4. **VERBAL/WRITTEN PURCHASE ORDERS**

- 4.1 The contractor shall provide services only after receipt of a written Chesterfield County Purchase Order or a verbal request containing a purchase order number. Any services performed without a written purchase order or a verbal request containing a purchase order number shall be at the Contractor's expense.
- 4.2 The contractor shall furnish an itemized ticket for all services rendered at the time services are provided. The ticket shall include the date, itemized and full description of the services performed and all materials used.

5. **INVOICING**

- 5.1 The contractor shall submit an invoice to the County for all Work. Said invoice shall be completely itemized, include the County purchase order number and in conformance with all requirements listed herein.
- 5.2 Any cash discounts bid shall apply to labor only.

6. **QUALIFICATIONS OF BIDDERS**

- 6.1 The County may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

7. **SUPERVISION AND CONSTRUCTION PROCEDURES**

- 7.1 The contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 7.2 The contractor shall be responsible to the County for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the contractor.

8. **CLEANING UP**

- 8.1 The contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 8.2 The contractor will turn over any County owned materials or equipment of value to the County representative on the job site. The County representative on the job site will make the determination of what is valuable.

9. **GUARANTEE**

- 9.1 All materials and workmanship shall be guaranteed for a period of twelve (12) months after acceptance by the County and repairs necessary shall be made by the contractor at his expense.

10. **BONDS**

- 10.1 Should, during the course of this contract, any single project be deemed to require a Labor and Material Payment Bond and a Performance Bond, the contractor shall furnish said bonding as listed hereunder.

- 10.1.1 A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Project Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the County's Attorney will be required for the faithful performance of the contract.

- 10.1.2 Attorney-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Purchase Order.

11. **SPECIAL BID CONDITIONS**

- 11.1 Certificate of Registration - Bidders are required under Chapter 11, Title 54.1, *Code of Virginia*, to show evidence of Certificate of Registration before Bid may be considered.

- 11.2 Choice of Venue - Any disputes under this contract, that cannot be resolved between the County of Chesterfield and the vendor, must be resolved in the Circuit Court of Chesterfield County, Virginia.

- 11.3 All work performed shall comply with State and County Codes. Furthermore, all materials furnished and installed shall be Underwriters Laboratories approved, where applicable.

- 11.4 The successful bidder shall maintain Insurance to fully protect himself from claims under the Worker's Compensation Act, and from any claims for damages for personal injury, including death, and for damages to property which may arise from work done under a resulting contract. The successful bidder must file an insurance certificate with return of contract and Hold Harmless Clause, that is acceptable to the County Risk Manager.

- 11.5 The contractor agrees to be responsible for, indemnify, and hold harmless the County and its representatives from the payment of all sums of money by reason of any claim against the County or its representatives under the Worker's Compensation Act, and by reason of all or any other accident, injuries, damage or hurt to persons or property that may happen to occur upon or about said work.

- 11.6 The contractor agrees it will, at all times, and at least for one (1) year after completion of the work, indemnify and hold harmless the County against liabilities from injuries to persons or property, directly or indirectly arising out of the performance or nonperformance of the contract.

- 11.7 Any Permits that may be needed shall be the responsibility of the contractor to obtain.
- 11.8 All companies submitting bids shall be fully outfitted companies capable of performing any and all work normally encountered in a large municipal operation. If requested, a bidder shall be prepared to give full details as to the size and capability of his organization to fulfill the requirements of a potential contract with the County. Award will not be made to a company if, in the sole opinion of the County, it is found that it does not have the capacity and experience to perform in a satisfactory manner.
- 11.9 The County will, during the course of the contract, make demands upon the successful contractor which sometimes requires immediate response. This is made necessary due to the critical nature of work required under such a contract. The successful contractor shall be on twenty-four (24) hour call, as required, for any emergency situations which may arise.
- 11.10 Materials: All non stock materials, as defined by this section, used by the contractor shall be billed to the County at actual cost to the contractor. Actual cost shall be defined as the exact dollar amount paid to a supplier by the contractor for materials to be used or that have been used on behalf of the County. No additional markup of any kind shall be allowed on non stock materials.

For materials normally stocked, the contractor shall furnish a list of these items, and their related unit cost to the County. These prices shall be firm for the period of the contract.

All invoices submitted to the County shall include copies of invoices from suppliers of all materials used, that are not normally stocked on work trucks, verifying the actual cost of said materials and copies of the work tickets.

- 11.11 Labor: Bidders shall include in their hourly rates, all overhead, profit, estimates, administrative cost, insurance, truck mileage, travel time, union pension fund, worker's compensation, unemployment insurance, social security, etc., in the labor rate. **NO ADDITIONAL COST WILL BE ALLOWED.**
- 11.12 Work Tickets and Invoices: Each and every service call and/or repair shall be fully documented on a work ticket as to the work performed. Such documentation shall consist of hours worked, materials used on job, number of electricians, and/or helpers, exact nature of service rendered and/or repairs, and any other such pertinent information. This work ticket shall be signed by the appropriate departmental official before your workman leaves the job site or job area, and co-signed by your workman in charge at the job site, whenever a County official is on site.

This procedure shall be strictly and uniformly complied with in order for an invoice to be paid. Any invoices received that do not include said documented back up verification, shall be returned to the contractor unpaid.

All invoices are to be sent to: Chesterfield County, **Accounting Department**, P. O. Box 40, Chesterfield, Virginia 23832.

- 11.13 Work Authorization: NO WORK shall be performed under this contract until the vendor has been contacted by the Purchasing Department or authorized personnel in County and School Departments. Any and all work performed without such approval shall be considered to be unauthorized work and may be considered grounds for cancellation of contract.
- 11.14 Billing Time: Billing for time shall begin when the contractor arrives on site to begin the work. Billing time shall stop when the contractor leaves the job site. No travel time will be allowed. Should the contractor have to depart the jobsite to secure parts not on hand, a maximum time of one (1) hour of labor time will be allowed for and paid for by the County. Any time taken in excess of one (1) hour or any additional trips for materials taken shall be at the expense of the contractor.
- 11.15 Work Crew. A work crew shall consist of one (1) mechanic and one (1) helper; however, if more than one (1) work crew is required to complete the work, County approval must be obtained prior to the commencement of work and confirming approval must be evident on the work ticket.

Supervisors employed by the contractor who visit a job site as part of their supervisory duties shall not bill the County for such visits.

12. INSURANCE

- 12.1 **An original copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. The Certificate does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as an additional insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

At a minimum, the insurance to be included shall include, General and Excess Liability, Workers Compensation.

INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board as an additional insured**. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed **"DESCRIPTION"** where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board is additionally insured or that Chesterfield County and Chesterfield County School Board is additionally insured with respects to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."

3. The Certificate Holder should be listed as: Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0051
IFB/RFP No. _____
4. Certificate of Insurance must have an original signature.

13. SPECIFICATIONS

- 13.1 To furnish all labor, parts, and equipment necessary to provide complete and unconditional mechanical service and repair maintenance coverage on all heating and air conditioning equipment. EMERGENCY SERVICE MUST BE AVAILABLE ON A "365/24/7" BASIS.

14. LIST OF EQUIPMENT TO BE COVERED

- 14.1 Unit #1 - Trane, Model No. SAHA753A, SN ID16225 (Classification/Nursing Dept.)
Unit #2 - Trane, Model No. SAH406A, SN 1J12839 (Control/Male Processing)
Unit #3 - Heil Packaged A/C w/electric heat, Model No. NPADC41AB03, SN B924718778
Unit #4 - Heil Packaged A/C w/electric heat, Model No. NPHC36AK01, SN B934115397
Unit #5 - Heil Packaged A/C w/electric heat, Model No. NPAHC36AK01, SN B934115386
Unit #6 - Heil Packaged A/C w/electric heat, Model No. NPADC41AB03, SN B924718780
Unit #7 - York, Model No. D4CG090N16525A, SN NMGM 148178 (Kitchen)
Unit #8 - Trane, Model No. RAMC C806 BC 032BDF, SN J93F81624 (C Building)
Unit #9 - Mitsubishi Split System Heat Pump, Model No. MSH-09CN, Prisoner Holding Area - Magistrate Area
Trane, 2 Heaters each, Model Nos. SPHC306A, AESA 103A, AESA 173A, SN 280F21639, (Jail)
McQuay Unit, RK9L59, SN 7TE50234 (LIDS Technician's Office)
McQuay Unit, RK9L59, SN 7TE50230 (Classification Lieutenant's Office)
McQuay Unit, RK9L59, SN 7TE50232 (Jail Administrator's Office)
McQuay Unit, RK9L59, SN 7TE50206 (Administrative Assistant's Office)

Boiler, SN 14045, Model 4FW9245LB (A Building)

Heaters (A Building, Tiers 1-8):

<u>TIER #</u>	<u>SERIAL #</u>
1	147234
2	147237
3	147238
4	147235
5	147236
6	147240
7	147241
8	147239

Water Heater, Sellers, Model #TP-16-560, SN 100287 (C Building)

Boiler, Thermific, Model N-1200, SN BF04932909

15. **PROPOSAL**

- 15.1 Provide all labor, parts and equipment to provide complete and unconditional mechanical maintenance service and repair services on all heating and air conditioning equipment per all terms, conditions and specifications listed herein.

The crew labor rate shall consist of the rate for one (1) journeyman, and one (1) helper.

FIRST YEAR RATES			
	REGULAR TIME	OVERTIME	HOLIDAY
MECHANIC	\$ / hr.	\$ / hr.	\$ / hr.
HELPER	\$ / hr.	\$ / hr.	\$ / hr.

SECOND YEAR RATES			
	REGULAR TIME	OVERTIME	HOLIDAY
MECHANIC	\$ / hr.	\$ / hr.	\$ / hr.
HELPER	\$ / hr.	\$ / hr.	\$ / hr.

THIRD YEAR RATES			
	REGULAR TIME	OVERTIME	HOLIDAY
MECHANIC	\$ / hr.	\$ / hr.	\$ / hr.
HELPER	\$ / hr.	\$ / hr.	\$ / hr.

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

The County would like the option to increase the quantity at the quoted price through additional orders. Should your firm be able to comply, please indicate the time period during which such orders can be placed. _____

If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of this bid. Our terms are _____. If this blank is not filled in, it is understood that a discount of 2% is allowed for payment by the 20th day after receipt of invoice.

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award. _____

All prices shall be F.O.B.: Chesterfield County, Virginia. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #03-2176-8855 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards. hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Fed ID No.: _____ **Phone (____)** _____ **Fax (____)** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority Business Enterprise: Yes _____ No _____

Woman-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

QUESTIONNAIRE (Please fill in)

1. How long has the Company been in business in the area? _____
2. Does the Company have a full time person on staff who is responsible for contract administration and expediting emergency service?

Name _____ Title _____
3. Will the Company provide 24 hour emergency service? _____
Emergency Phone No. _____
4. Will the Company guarantee no system would be down more than 48 hours? _____
5. List qualifications or brief resume of service personnel that would work on this equipment:

6. List three (3) local companies you service, with a similar equipment contract, as references:

Company _____

Phone No. _____

Contact
Person _____
7. Does the Company stock major parts for the brands of equipment to be serviced under the proposed contract? _____